



1055 Thomas Jefferson St. NW, Suite 650  
Washington, DC 20007  
p (202) 248-9900  
[CleanChoiceEnergy.com](http://CleanChoiceEnergy.com)

April 11, 2017

Delaware Public Service Commission  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, DE 19904

**RE: IN THE MATTER OF THE ADOPTION OF RULES AND REGULATIONS TO IMPLEMENT THE PROVISIONS OF 26 DEL. C. CH. 10 RELATING TO THE CREATION OF A COMPETITIVE MARKET FOR RETAIL ELECTRIC SUPPLY SERVICE (OPENED APRIL 27, 1999; RE-OPENED JANUARY 7, 2003; RE-OPENED SEPTEMBER 22, 2009; RE-OPENED SEPTEMBER 7, 2010; REOPENED JULY 17, 2012); AND IN THE MATTER OF THE APPLICATION OF ETHICAL ELECTRIC BENEFIT CO. D/B/A ETHICAL ELECTRIC FOR A CERTIFICATION TO PROVIDE ELECTRIC SUPPLY SERVICES WITHIN THE STATE OF DELAWARE (FILED DECEMBER 4, 2012) (DOCKET NO. 12-543)**

Dear Commission Secretary and Staff,

Please find enclosed the following: 1) CleanChoice Energy's Twelve Month Fixed Rate Plan and associated contract summary ("Clean 12 Month Rate Lock Plan") and 2) CleanChoice Energy's Three Month Introductory Variable Rate Plan and associated contract summary ("Clean Start Plan"). CleanChoice Energy does not conduct door to door or in-person solicitations in the state, and has no current telemarketing, direct mail, or other marketing campaigns in Delaware. Customers may enroll with CleanChoice Energy online at [www.cleancchoicenergy.com](http://www.cleancchoicenergy.com).

If you have any questions please feel free to contact the undersigned.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jennifer L. Spinosi", with a long, sweeping horizontal line extending to the right.

Jennifer L. Spinosi, Esq.  
Head of Regulatory and Compliance  
CleanChoice Energy, Inc.  
1055 Thomas Jefferson St. NW Suite 650  
Washington, D.C. 20007  
[Jennifer.Spinosi@cleancchoicenergy.com](mailto:Jennifer.Spinosi@cleancchoicenergy.com)  
M: 419-348-2424

# Delaware Small Commercial and Residential Disclosure Statement, Terms and Conditions



This disclosure statement, including the product summary, general terms, together with the enrollment authorization, is an agreement for electric generation services between you ("customer", "you" or "your") and CleanChoice Energy Inc. ("CleanChoice Energy" "we" or "us").

This enrollment may be pending your acceptance with the utility.

## Product Summary

Product	Clean 12 Month Rate Lock Plan			
Length of the Agreement	Twelve (12) months introductory fixed, then variable month-to-month until cancelled by one of the parties.			
Per kWh Price	10.90¢ / kWh for twelve billing cycles, then variable month-to-month.			
Fixed Price or Variable Price	Fixed, then variable.			
Charges and Rates				
Monthly kWh Usage	250	500	1000	2000
100% Renewable Energy from CleanChoice Energy				
Supply Charges	\$27.25	\$54.50	\$109.00	\$218.00
Price to Compare	\$0.1090	\$0.1090	\$0.1090	\$0.1090
Utility Electric Supply				
Supply Charges	\$23.95	\$47.90	\$95.80	\$191.60
Price to Compare	\$0.0958	\$0.0958	\$0.0958	\$0.0958
Taxes	You must also pay all applicable federal, state, and local taxes and charges.			
Sourcing/Renewable Content	CleanChoice Energy purchases renewable energy credits which are sourced from renewable energy generators. See "Product Content Label" and "Product" section for full details.			
Estimated Start Date	This contract will be effective from the first meter read date on or after the first of the next month (or the current date).			
Fees	There is a 0.00 cancellation fee. There are no monthly fees.			

## Product Content Label

	Wind	Captured Methane	Solar Photo-Voltaic	Solid Waste	Steam	Wood/Biomass	Other Renewables	Total
Your Plan - Renewables	99.000%	0.000%	1.000%	0.000%	0.000%	0.000%	0.000%	100.000%
PJM System Fuel Mix - Renewables	1.565%	0.291%	0.000%	0.530%	0.000%	0.112%	0.000%	2.498%
	Coal	Fuel Cells	Gas	Gas and Oil	Nuclear	Oil	Conventional Hydro	Total
Your Plan - Non-Renewables	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
PJM System Fuel Mix - Non-Renewables	41.855%	0.001%	19.415%	0.000%	34.992%	0.349%	0.000%	97.502%

These figures reflect the power that we have contracted to provide. Actual figures may vary. We will annually report to you the actual resource mix of the electricity you purchased during the preceding year. The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

## General Terms and Conditions

**General Terms and Conditions:** This Disclosure Statement, the Product Summary, Privacy Policy and Product Label together with your signed written enrollment form, electronic online enrollment record or recorded telephonic voice enrollment confirming your enrollment (the Enrollment Authorization), are an agreement ("Agreement") for electric generation service, between you and CleanChoice Energy (the "Agreement"). You agree to receive notices for contract renewal and changes to terms and conditions through electronic means, where permitted under applicable law.

## Background

CleanChoice Energy is licensed by the Delaware Public Service Commission, to offer and supply electric generation services in DE (DE PSC Order 8286). We set the generation prices and charges that you pay. The Delaware Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will receive a single bill from Delmarva Power (DE) (your Electric Distribution Company or EDC) that will contain both Delmarva Power (DE) charges and CleanChoice Energy charges.

You may cancel or rescind your enrollment without penalty within three (3) business days after receiving a copy of this Agreement. Contact CleanChoice Energy by phone at 888-444-9452 or email at [support@cleanchoiceenergy.com](mailto:support@cleanchoiceenergy.com). Be sure to include your full name, service address and account number when requesting rescission.

## Definitions

- Agreement:** This Disclosure Statement (including these General Terms and Conditions and Product Summary), as well as your Enrollment Authorization, and any amendments to these documents from time to time.
- Regulating Body/Commission:** Delaware Public Service Commission
- Distribution Charge:** Charge for delivering electricity over a distribution system to the home or business from the transmission system.
- Electric Distribution Company/Utility:** Your Electric Distribution Company is Delmarva Power (DE).
- Generation Charge:** Charge for production of electricity.
- Initial Term:** The Initial Term is the time period during which you will receive a fixed price (if you have a fixed term Agreement with us).

- **kWh:** A kilowatt-hour. This is a measurement of your use of electricity.
- **PJM Interconnection, LLC:** The Regional Transmission Organization (RTO) servicing Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.
- **Transmission Charge:** Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC. Beginning with sales as of June 1, 2012, Delmarva Power & Light Company ("Delmarva") will charge all of its distribution system customers for Renewable Energy Portfolio Standards ("RPS") compliance costs through a non-bypassable charge.

#### **Pricing**

**Fixed Price Agreement:** You are enrolled on a fixed price plan for twelve (12) months. Your price is for the kWh usage described in the Product Summary. This price includes generation and transmission charges and estimated total state taxes, including gross receipts tax; but excludes federal, state and local taxes other than state gross receipts tax. Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal, state and local taxes, and other fees. The price detailed in the product summary above will be the price you pay plus all additional state and local taxes.

#### **Length of Contract**

You will buy your electricity generation service for the street address specified in your enrollment authorization from CleanChoice Energy beginning on the date set by your utility and will continue until cancelled by you or CleanChoice Energy as described in this Agreement. This is a twelve (12) month fixed rate contract that will become variable month-to-month until cancelled by one of the parties.

#### **Product**

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but CleanChoice Energy ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. CleanChoice Energy does so by purchasing and retiring "renewable energy certificates" representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified on your Product Label. Your purchase helps support the development and operation of renewable energy in the areas specified in your product. CleanChoice Energy may take up to three (3) months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

#### **Rescission and Effective Date**

You may cancel or rescind your enrollment without penalty within three (3) business days after receiving a copy of this Agreement by calling CleanChoice Energy at 888-444-9452, emailing support@cleanchoiceenergy.com or in writing to CleanChoice Energy Rescission, 1055 Thomas Jefferson St, NW Ste 650, Washington, DC 20007.

#### **Cancellation and Termination of Service**

**Customer Initiated Cancellation:** You may cancel your Agreement to purchase electricity by providing thirty (30) days advance notice. To cancel this Agreement, please call CleanChoice Energy at 888-444-9452 or email support@cleanchoiceenergy.com. You will be responsible for all CleanChoice Energy charges incurred up to the date your EDC effectuates cancellation.

**Non-Payment:** If your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.

**Company Initiated Cancellation:** We may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of the customer. If we cancel this Agreement, we will provide you with a written notice thirty (30) days in advance and your service will return to your utility's default electric supply service unless you choose another supplier. CleanChoice Energy reserves the right to consider your credit and payment history at any time during the duration of your contract, including any contract renewals, and may, in its sole discretion, terminate your contract at any time based on your credit or payment history.

**Relocation/Move:** If you move from the address listed above or are unable to pay due to disability or death, you may cancel this Agreement with no cancellation fee. You will owe us for amounts unpaid for our charges for electric generation service up to the date of cancellation.

It may take up to two (2) months to cancel an enrollment.

#### **Penalties, Fees and Exceptions**

THERE IS A \$0 CANCELLATION FEE FOR THIS PLAN. THERE IS A \$0 MONTHLY FEE FOR THIS PLAN.

**Late Payment:** Late payment fees may apply for failure to pay your bill within twenty (20) days of the invoice date. CleanChoice Energy does not charge extra for net-metering.

#### **Billing and Payment**

You will receive a single bill from Delmarva Power (DE) that will contain separate charges from both Delmarva Power (DE) and CleanChoice Energy. We will charge you the generation price and fees as described above. Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission if non-bypassable, distribution, transportation, federal state and local taxes, and other fees. Payment is due to the billing utility within twenty (20) days of the invoice date. Failure to pay your bills on time may result in late payment penalties and in discontinuation of service. Budget billing is available as offered by your utility.

**Universal Service Program:** Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's Universal Service Program can be obtained by contacting them at (302) 429-3123.

#### **Taxes**

Except as otherwise provided in this Agreement or required by law, all applicable state and federal taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

#### **Renewal/Expiration**

Your contract will automatically renew at the end of the term. If you have a fixed price contract and the contract period is greater than ninety (90) days, you will receive notice of the pending renewal forty five (45) days before the automatic renewal is scheduled to occur.

#### **Complaint/Dispute Procedures**

If you have any questions, concerns or complaints about your bill, please contact us by calling our Customer Care Representatives at or by emailing us at support@cleanchoiceenergy.com. If for any reason you are not satisfied with our response, you may contact the Delaware Public Service

Commission at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE or by calling 302-736-7500.

### **Power Outages and Emergencies**

In an electrical emergency or a power outage, immediately contact: 1-800-898-8042.

### **Limitations of Liability and Warranty/Force Majeure**

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Disclosure of Customer Information**

By entering into this Agreement, you authorize CleanChoice Energy to obtain and share information that we may need to provide electricity service to you, including your account information, usage history, billing and payment history, credit history, rate class, meter reading data, account number, address, phone, whether you are on a budget billing plan, and medical or disability status requiring uninterrupted service. We will not give or sell your personal information to any unaffiliated third-party unless you provide us with your consent or unless we are required to do so by law. By entering into this Agreement, you authorize CleanChoice Energy to take such actions as may be necessary to establish your EDC services with Delmarva Power (DE) (your EDC). You also authorize CleanChoice Energy to protect your privacy at all times including under the FTC's Do Not Call requirements.

### **Regulatory Changes**

If there is a future change in any applicable law, rule, regulation, order, filed tariff, market rule or pricing structure whereby CleanChoice Energy is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion CleanChoice Energy will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariff, market rule or pricing structure, or in charges or new charges, imposed by your EDC, PJM Interconnection, LLC, the Delaware Public Utility Commission or any governmental agency, whereby CleanChoice Energy incurs additional charges or costs as a result of such changes, then CleanChoice Energy will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to CleanChoice Energy by giving two advance written notices in separate mailing or email, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

### **Title, Risk of Loss and Indemnity**

Title to the electricity will pass from CleanChoice Energy to you when we have delivered it to the delivery point for Delmarva Power (DE) (your EDC). CleanChoice Energy will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC.

### **Other Provisions**

This Disclosure Statement (including these General Terms, Product Summary, Privacy Policy, and Product Content Label) along with your enrollment authorization or renewal letter constitutes the entire Agreement between you and CleanChoice Energy with regard to your purchase of electric generation and other related services from CleanChoice Energy. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. You may not assign this Agreement, in whole or in part, or any of your rights or obligations under this Agreement without our prior written consent. CleanChoice Energy may, without your consent: (i) assign, sell or pledge this Agreement or its accounts, revenues or proceeds, as a part of any financing or other financial arrangements, purchase of receivables program or billing services agreement; or (ii) assign this Agreement to an affiliate of CleanChoice Energy; or (iii) assign this Agreement to any other person or entity succeeding to all or a substantial portion of the assets of CleanChoice Energy or a competitive electricity supplier licensed to do business in DE. This Agreement is binding upon the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement. This Agreement will be governed by the laws of the DE without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in DE. You will notify CleanChoice Energy when you change your email address so CleanChoice Energy can effectively inform you of relevant updates.

### **Supplier Info**

CleanChoice Energy  
1055 Thomas Jefferson St NW #650  
Washington, DC 20007  
1-888-444-9452  
support@cleanchoiceenergy.com  
<https://cleanchoiceenergy.com>  
<https://facebook.com/cleanchoiceenergy>  
twitter: @cleanchoice

### **Commission Info**

Delaware Public Service Commission  
861 Silver Lake Boulevard Cannon Building,  
Suite 100  
Dover, DE 19904  
302-736-7500

### **Utility Info**

Delmarva Power (DE)  
800 King St.  
Wilmington, DE 19801  
(302) 429-3123  
[www.delmarva.com/](http://www.delmarva.com/)



**Important offer details:** By responding to this letter you will be enrolling for electricity supply service from CleanChoice Energy – a licensed supplier in Delaware. This is not a letter from Delmarva. Your utility will still maintain the wires, send your bill, and provide reliable service. This offer is valid for Delaware residents in Delmarva’s service territory. If you choose to enroll, you will receive full terms and conditions further explaining the details of your plan. Offer expires <OFFER END DATE>.

Electric Generation Supplier Information	CleanChoice Energy (DE PSC Order 8286) 1055 Thomas Jefferson St. NW #650 Washington, DC 20007 888-444-9452 <a href="mailto:support@cleanchoiceenergy.com">support@cleanchoiceenergy.com</a> <a href="http://www.cleanchoiceenergy.com">www.cleanchoiceenergy.com</a>
Price Structure	Fixed rate for twelve (12) monthly billing cycles then variable month to month
Supply/Generation Price	<CCERate>¢/ kWh
Statement Regarding Savings	CleanChoice Energy does not guarantee savings with this plan
Contract Start Date	This contract will be effective after Delmarva processes your enrollment
Contract Term/Length	Twelve (12) monthly billing cycles then month to month until cancelled by either party
Cancellation/Early Termination Fees	\$0 - No Cancellation Fee / No Early Termination Fee
Renewal Terms	After twelve (12) monthly billing cycles, this contract automatically renews month-to-month until cancelled by either party
Electric Distribution (“Utility”) Company Information	Delmarva is responsible for distribution charges, emergencies & outages Delmarva Power 800 King St. Wilmington, DE 19801 302-429-3123 <a href="http://www.delmarva.com">www.delmarva.com</a>

**Important Rate Information:** Our rate is for your electricity supply service and does not include any additional tax, distribution service charges, or other Utility fee or Charge. Supplier rates are not regulated. You will receive a fixed supply rate for twelve (12) monthly billing cycles. **CleanChoice Energy’s current fixed energy supply rate is: <CCERate>¢/kWh.** Thereafter, unless you renew to a new fixed rate, this contract will automatically renew to a variable rate on a month-to-month basis. A variable supply rate is subject to change based on a number of factors, including but not limited to the cost to supply electricity in the PJM Interconnection, LLC market (including energy, capacity, settlement, ancillary services, renewable energy, distribution charges and other market-related factors). To learn the variable rate for your next billing period, please call us at 888-444-9452.

**Product Information:** 100% of your electricity usage will be produced by wind and solar generation facilities. Electricity is the product of a mix of energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but CleanChoice Energy ensures that your electricity usage is offset by the generation of energy from renewable energy sources on an annual basis. The energy your home uses will be paired with renewable energy sources through the purchase of Renewable Energy Certificates.

**Additional Information:** You may cancel or rescind your enrollment without penalty within three (3) business days after receiving a copy of your Contract terms and conditions. CleanChoice Energy is solely responsible for the content of this marketing material and for the selling to, solicitation and enrollment of customer for energy supply services. For CleanChoice Energy’s privacy policy, please visit [www.cleanchoiceenergy.com/privacy](http://www.cleanchoiceenergy.com/privacy).

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This enrollment may be pending your acceptance with the utility.

### Product Summary

Product	Clean Start Plan			
Length of the Agreement	Three (3) months introductory fixed, then variable month-to-month until cancelled by one of the parties.			
Per kWh Price	11.90¢ / kWh for three billing cycles, then variable month-to-month.			
Fixed Price or Variable Price	Variable, with a three (3) month introductory price guarantee.			
Charges and Rates				
Monthly kWh Usage	250	500	1000	2000
100% Renewable Energy from CleanChoice Energy				
Supply Charges	\$29.75	\$59.50	\$119.00	\$238.00
Price to Compare	\$0.1190	\$0.1190	\$0.1190	\$0.1190
Utility Electric Supply				
Supply Charges	\$23.95	\$47.90	\$95.80	\$191.60
Price to Compare	\$0.0958	\$0.0958	\$0.0958	\$0.0958
Taxes	You must also pay all applicable federal, state, and local taxes and charges.			
Sourcing/Renewable Content	CleanChoice Energy purchases renewable energy credits which are sourced from renewable energy generators. See "Product Content Label" and "Product" section for full details.			
Estimated Start Date	This contract will be effective from the first meter read date on or after the first of the next month (or the current date).			
Fees	There is a 0.00 cancellation fee. There are no monthly fees.			

### Product Content Label

	Wind	Captured Methane	Solar Photo-Voltaic	Solid Waste	Steam	Wood/Biomass	Other Renewables	Total
Your Plan - Renewables	99.000%	0.000%	1.000%	0.000%	0.000%	0.000%	0.000%	100.000%
PJM System Fuel Mix - Renewables	1.565%	0.291%	0.000%	0.530%	0.000%	0.112%	0.000%	2.498%
	Coal	Fuel Cells	Gas	Gas and Oil	Nuclear	Oil	Conventional Hydro	Total
Your Plan - Non-Renewables	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
PJM System Fuel Mix - Non-Renewables	41.855%	0.001%	19.415%	0.000%	34.992%	0.349%	0.000%	97.502%

These figures reflect the power that we have contracted to provide. Actual figures may vary. We will annually report to you the actual resource mix of the electricity you purchased during the preceding year. The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

### General Terms and Conditions

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### Background

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You may cancel or rescind your enrollment without penalty within three (3) business days after receiving a copy of this Agreement. Contact CleanChoice Energy by phone at 888-444-9452 or email at support@cleanchoiceenergy.com. Be sure to include your full name, service address and account number when requesting rescission.

### Definitions

- Agreement:** This Disclosure Statement (including these General Terms and Conditions and Product Summary), as well as your Enrollment Authorization, and any amendments to these documents from time to time.
- Regulating Body/Commission:** Delaware Public Service Commission
- Distribution Charge:** Charge for delivering electricity over a distribution system to the home or business from the transmission system.
- Electric Distribution Company/Utility:** Your Electric Distribution Company is Delmarva Power (DE).
- Generation Charge:** Charge for production of electricity.
- Initial Term:** The Initial Term is the time period during which you will receive a fixed price (if you have a fixed term Agreement with us).

- *kWh*: A kilowatt-hour. This is a measurement of your use of electricity.
- *PJM Interconnection, LLC*: The Regional Transmission Organization (RTO) servicing Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.
- *Transmission Charge*: Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC. Beginning with sales as of June 1, 2012, Delmarva Power & Light Company ("Delmarva") will charge all of its distribution system customers for Renewable Energy Portfolio Standards ("RPS") compliance costs through a non-bypassable charge.

#### **Pricing**

*Month-to-Month Variable Price Agreement*: You are enrolled on a variable price month-to-month agreement with an introductory price guarantee for the first three (3) cycles. The generation price includes transmission charges (if bypassable) and estimated total state taxes, including the gross receipts tax, but excludes applicable state and local tax. There is no limit on how much the price may change from one billing cycle to the next. The price may vary each billing cycle beginning after the third month, with no advance notice, based on an evaluation of a number of factors that affect your total price of electricity. These factors may include, but are not limited to: the cost to supply electricity in the PJM Interconnection, LLC market (including energy, capacity, settlement, ancillary services, renewable energy, Distribution Charges and other PJM Interconnection, LLC market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. To learn your current variable price, as well as previous average billed prices in your rate class, please call us at 888-444-9452.

#### **Length of Contract**

You will buy your electricity generation service for the street address specified in your enrollment authorization from CleanChoice Energy beginning on the next meter read date set by your utility and will continue until cancelled by you or CleanChoice Energy as described in this Agreement.

#### **Product**

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but CleanChoice Energy ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. CleanChoice Energy does so by purchasing and retiring "renewable energy certificates" representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified on your Product Label. Your purchase helps support the development and operation of renewable energy in the areas specified in your product. CleanChoice Energy may take up to three (3) months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

#### **Rescission and Effective Date**

You may cancel or rescind your enrollment without penalty within three (3) business days after receiving a copy of this Agreement by calling CleanChoice Energy at 888-444-9452, emailing support@cleanchoiceenergy.com or in writing to CleanChoice Energy Rescission, 1055 Thomas Jefferson St, NW Ste 650, Washington, DC 20007.

#### **Cancellation and Termination of Service**

*Customer Initiated Cancellation*: You may cancel your Agreement to purchase electricity by providing thirty (30) days advance notice. To cancel this Agreement, please call CleanChoice Energy at 888-444-9452 or email support@cleanchoiceenergy.com. You will be responsible for all CleanChoice Energy charges incurred up to the date your EDC effectuates cancellation.

*Non-Payment*: If your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.

*Company Initiated Cancellation*: We may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of the customer. If we cancel this Agreement, we will provide you with a written notice thirty (30) days in advance and your service will return to your utility's default electric supply service unless you choose another supplier. CleanChoice Energy reserves the right to consider your credit and payment history at any time during the duration of your contract, including any contract renewals, and may, in its sole discretion, terminate your contract at any time based on your credit or payment history.

*Relocation/Move*: If you move from the address listed above or are unable to pay due to disability or death, you may cancel this Agreement with no cancellation fee. You will owe us for amounts unpaid for our charges for electric generation service up to the date of cancellation.

It may take up to two (2) months to cancel an enrollment.

#### **Penalties, Fees and Exceptions**

THERE IS A \$0 CANCELLATION FEE FOR THIS PLAN. THERE IS A \$0 MONTHLY FEE FOR THIS PLAN.

*Late Payment*: Late payment fees may apply for failure to pay your bill within twenty (20) days of the invoice date. CleanChoice Energy does not charge extra for net-metering.

#### **Billing and Payment**

You will receive a single bill from Delmarva Power (DE) that will contain separate charges from both Delmarva Power (DE) and CleanChoice Energy. We will charge you the generation price and fees as described above. Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission if non-bypassable, distribution, transportation, federal state and local taxes, and other fees. Payment is due to the billing utility within twenty (20) days of the invoice date. Failure to pay your bills on time may result in late payment penalties and in discontinuation of service. Budget billing is available as offered by your utility.

*Universal Service Program*: Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's Universal Service Program can be obtained by contacting them at (302) 429-3123.

#### **Taxes**

Except as otherwise provided in this Agreement or required by law, all applicable state and federal taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

#### **Renewal/Expiration**

Your contract will automatically renew at the end of the term. If you have a fixed price contract and the contract period is greater than ninety (90) days, you will receive notice of the pending renewal forty five (45) days before the automatic renewal is scheduled to occur.

#### **Complaint/Dispute Procedures**



If you have any questions, concerns or complaints about your bill, please contact us by calling our Customer Care Representatives at or by emailing us at [support@cleanchoiceenergy.com](mailto:support@cleanchoiceenergy.com). If for any reason you are not satisfied with our response, you may contact the Delaware Public Service Commission at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE or by calling 302-736-7500.

#### **Power Outages and Emergencies**

In an electrical emergency or a power outage, immediately contact: 1-800-898-8042.

#### **Limitations of Liability and Warranty/Force Majeure**

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **Disclosure of Customer Information**

By entering into this Agreement, you authorize CleanChoice Energy to obtain and share information that we may need to provide electricity service to you, including your account information, usage history, billing and payment history, credit history, rate class, meter reading data, account number, address, phone, whether you are on a budget billing plan, and medical or disability status requiring uninterrupted service. We will not give or sell your personal information to any unaffiliated third-party unless you provide us with your consent or unless we are required to do so by law. By entering into this Agreement, you authorize CleanChoice Energy to take such actions as may be necessary to establish your EDC services with Delmarva Power (DE) (your EDC). You also authorize CleanChoice Energy to protect your privacy at all times including under the FTC's Do Not Call requirements.

#### **Regulatory Changes**

If there is a future change in any applicable law, rule, regulation, order, filed tariff, market rule or pricing structure whereby CleanChoice Energy is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion CleanChoice Energy will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariff, market rule or pricing structure, or in charges or new charges, imposed by your EDC, PJM Interconnection, LLC, the Delaware Public Utility Commission or any governmental agency, whereby CleanChoice Energy incurs additional charges or costs as a result of such changes, then CleanChoice Energy will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to CleanChoice Energy by giving two advance written notices in separate mailing or email, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

#### **Title, Risk of Loss and Indemnity**

Title to the electricity will pass from CleanChoice Energy to you when we have delivered it to the delivery point for Delmarva Power (DE) (your EDC). CleanChoice Energy will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC.

#### **Other Provisions**

This Disclosure Statement (including these General Terms, Product Summary, Privacy Policy, and Product Content Label) along with your enrollment authorization or renewal letter constitutes the entire Agreement between you and CleanChoice Energy with regard to your purchase of electric generation and other related services from CleanChoice Energy. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. You may not assign this Agreement, in whole or in part, or any of your rights or obligations under this Agreement without our prior written consent. CleanChoice Energy may, without your consent: (i) assign, sell or pledge this Agreement or its accounts, revenues or proceeds, as a part of any financing or other financial arrangements, purchase of receivables program or billing services agreement; or (ii) assign this Agreement to an affiliate of CleanChoice Energy; or (iii) assign this Agreement to any other person or entity succeeding to all or a substantial portion of the assets of CleanChoice Energy or a competitive electricity supplier licensed to do business in DE. This Agreement is binding upon the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement. This Agreement will be governed by the laws of the DE without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in DE. You will notify CleanChoice Energy when you change your email address so CleanChoice Energy can effectively inform you of relevant updates.

#### **Supplier Info**

CleanChoice Energy  
1055 Thomas Jefferson St NW #650  
Washington, DC 20007  
1-888-444-9452  
[support@cleanchoiceenergy.com](mailto:support@cleanchoiceenergy.com)  
<https://cleanchoiceenergy.com>  
<https://facebook.com/cleanchoiceenergy>  
twitter: @cleanchoice

#### **Commission Info**

Delaware Public Service Commission  
861 Silver Lake Boulevard Cannon Building,  
Suite 100  
Dover, DE 19904  
302-736-7500

#### **Utility Info**

Delmarva Power (DE)  
800 King St.  
Wilmington, DE 19801  
(302) 429-3123  
[www.delmarva.com/](http://www.delmarva.com/)



**Important offer details:** By responding to this letter you will be enrolling for electricity supply service from CleanChoice Energy – a licensed supplier in Delaware. This is not a letter from Delmarva. Your utility will still maintain the wires, send your bill, and provide reliable service. This offer is valid for Delaware residents in Delmarva’s service territory. If you choose to enroll, you will receive full terms and conditions further explaining the details of your plan. Offer expires **<OFFER END DATE>**.

Electric Generation Supplier Information	CleanChoice Energy (DE PSC Order 8286) 1055 Thomas Jefferson St. NW #650 Washington, DC 20007 888-444-9452 <a href="mailto:support@cleanchoiceenergy.com">support@cleanchoiceenergy.com</a> <a href="http://www.cleanchoiceenergy.com">www.cleanchoiceenergy.com</a>
Price Structure	Three (3) months introductory fixed
Supply/Generation Price	<b>&lt;CCERate&gt;</b> ¢/ kWh
Statement Regarding Savings	CleanChoice Energy does not guarantee savings with this plan
Contract Start Date	This contract will be effective after Delmarva processes your enrollment
Contract Term/Length	Monthly billing cycle to monthly billing cycle until cancelled by either party
Cancellation/Early Termination Fees	\$0 - No Cancellation Fee / No Early Termination Fee
Renewal Terms	This contract renews month-to-month until cancelled by either party
Electric Distribution (“Utility”) Company Information	Delmarva is responsible for distribution charges, emergencies & outages Delmarva Power 800 King St. Wilmington, DE 19801 302-429-3123 <a href="http://www.delmarva.com">www.delmarva.com</a>

**Important Rate Information:** Our rate is for your electricity supply service and does not include any additional tax, distribution service charges, or other Utility fee or Charge. Supplier rates are not regulated. You will receive a variable supply rate with an introductory price for the first three (3) monthly billing cycles. **CleanChoice Energy’s current introductory price is **<CCERate>**¢/kWh.** After the third month, your price may vary with no advance notice based on a number of factors, including but not limited to the cost to supply electricity in the PJM Interconnection, LLC market (including energy, capacity, settlement, ancillary services, renewable energy, distribution charges and other market-related factors). With a variable rate, there is no limit on how much the price may change from one billing cycle to the next. To learn the variable rate for your next billing period, please call us at 888-444-9452.

**Product Information:** 100% of your electricity usage will be produced by wind and solar generation facilities. Electricity is the product of a mix of energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but CleanChoice Energy ensures that your electricity usage is offset by the generation of energy from renewable energy sources on an annual basis. The energy your home uses will be paired with renewable energy sources through the purchase of Renewable Energy Certificates.

**Additional Information:** You may cancel or rescind your enrollment without penalty within three (3) business days after receiving a copy of your Contract terms and conditions. CleanChoice Energy is solely responsible for the content of this marketing material and for the selling to, solicitation and enrollment of customer for energy supply services. For CleanChoice Energy’s privacy policy, please visit [www.cleanchoiceenergy.com/privacy](http://www.cleanchoiceenergy.com/privacy).